

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF TAYLOR

THIS AGREEMENT is entered into August 4, 2003, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF TAYLOR, acting by and through its MAYOR and TOWN COUNCIL (the "Town")

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The Town is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the Town.

3 The State and the Town desire to participate in the design, construction, and maintenance of a new warranted traffic signal, 2 street lights, 1 new Arizona Public Service (APS) distribution pole, 1 existing APS distribution pole, and remove and replace ADA ramps, at the intersection of State Route (SR) 77 at Papermill Road (MP 357.9), hereinafter collectively referred to as the "State's Project" or the "Project"

4 The parties hereto acknowledge the following: The participation of the parties herein, is based on a ratio of 2/3 for the State and 1/3 for the Town, unless otherwise identified. The participation costs of the State's Project are identified as follows. 1) Traffic signal elements and associated costs are estimated at \$130,481.00 2) Two street lights, one new APS distribution pole and 1 existing APS distribution pole, all performed by APS at an additional cost estimated at \$4,000.00 3) Removal and replacement of ADA ramps located at SR 77 and Papermill Road is 100% at the cost of the Town, in the amount of \$3,845.00 4) Additionally, the Town provided certain elements prior to State's work, herein referred to as the "Town's Project", in which the State agrees to reimburse the Town, in the amount of \$3,332.00, through a credit deduction provided for in this agreement, collectively shown on Exhibit "A", attached hereto and made a part hereof

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 26210
Filed with the Secretary of State
Date Filed: 08/04/2003

Janice K. Brewster
Secretary of State

By: Timothy J. Gruenewald

II. SCOPE OF WORK

1. The State will:

a. Be responsible for 1) 2/3% of the total actual costs for the traffic signal and associated costs, identified in Recital I. 4. above, in an estimated participation amount of \$86,988.00 (does not include the cost of ADA ramps). 2) 2/3% of the total actual costs for the installation of 2- 250W street lights, 1 new APS distribution pole, to be installed at the SW corner of SR 77 & Papermill Road, and 1 existing APS distribution pole (NW corner of SR 77 & Papermill Road), an estimated participation amount of \$2,667.00. Be responsible for reimbursing the Town in the amount of \$3,332.00 for work completed by the Town, prior to the State's Project. Be responsible for its proportionate share of any costs increases over the estimated total cost of the Project, herein. The State's total participation for the State's Project is estimated at \$92,986.00, shown on Exhibit A.

b. Upon execution of this agreement, invoice the Town, 1) \$43,493.00, for the Town's estimated 1/3% participation for the traffic signal and associated costs, 2) \$1,333.00 for the Town's estimated 1/3% participation for the installation of 2- 250W street lights, 1 new APS distribution pole, to be installed at the SW corner of SR 77 & Papermill Road, and 1 existing APS distribution pole (NW corner of SR 77 & Papermill Road) and 3) \$3,845.00 for the Town's estimated 100% cost to include the removal and replacement of the ADA ramps as part of the State's Project. The Town's total participation in the cost of the State's Project is estimated at \$45,340.00 and includes the credit due the Town of \$3,332.00, collectively shown on Exhibit A.

c. Provide design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate or resolve Town's review comments.

e. Call for bids and award one or more construction contract(s) for the Project. Administer same, and make all payments to the contractor(s). Be responsible for contractor claims for extra compensation, for delays or whatever reason, attributable to the State.

f. Upon completion and acceptance of the State's Project by the parties hereto, invoice or reimburse the Town for the difference between the actual costs of the State's Project and the estimated amount received from the Town.

g. Upon completion and acceptance of the State's Project by the parties hereto, provide maintenance to the signal and ancillary equipment, except the Pole and intersection lighting installed by APS, all at State expense.

2. The Town will:

a. Be responsible for 1) \$43,493.00, for the Town's estimated 1/3% participation for the traffic signal and associated costs; 2) \$1,333.00, for the Town's estimated 1/3% participation for the installation of 2- 250W street lights, 1 new APS distribution pole, (to be installed at the SW corner of SR 77 & Papermill Road) and 1 existing APS distribution pole (at the NW corner of SR 77 & Papermill Road); and 3) \$3,845.00 for the Town's estimated 100% cost to include the removal and replacement of appropriate ADOT standard ADA ramps as part of the State's Project. The Town's total participation in the cost of the State's Project is estimated at is \$45,340.00 and included the credit due the Town of \$3,332.00, collectively shown on Exhibit A.

b. Be responsible for its proportionate share of 1/3% of any costs increases over the estimated total for in the cost of the Project. The Town's total participation amount is estimated to be \$45,340.00 and includes the credit due the Town in the amount of \$3,332.00. Be responsible for contractor claims for extra compensation, for delays or whatever reason attributable to the Town.

c. Upon execution of this agreement and receipt of an invoice from the State, remit \$45,340.00 for the estimated total costs of the Town's participation in the State's Project, as identified in Article II 2.a. above and shown on Exhibit A.

d. Review the design documents and provide comments.

e. Upon completion and acceptance of the signal Project by the parties hereto, be responsible for the cost of providing electrical power to operate the signal and street lights, all at Town expense.

f. Provide the State a "Right of Way Use Permit", granting the State permission to access the Town's rights-of-way, as required to perform maintenance of the signal and ancillary equipment.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. This agreement shall remain in force and effect until completion of said project and reimbursements; provided, however, that this agreement, except any provisions for maintenance and electrical energy, may be cancelled at any time prior to the award of a Project construction contract, upon thirty (30) days written notice to the other party.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona, and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

Town of Taylor
Town Manager
P.O. Box 158
Taylor, AZ 85939

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF TAYLOR

STATE OF ARIZONA

Department of Transportation

By Stephen Sturgell
STEPHEN STURGELL
Town Manager

By Michael P. Manthey
MICHAEL P. MANTHEY P.E.
State Traffic Engineer

ATTEST

By Kelly Jones
KELLY JONES
Town Clerk

PROPOSED EXHIBIT A
JPA 03-008, with the Town of Taylor
TRACS No. HX137 01C
Budget Source Item No. 71204

Description of Cost Elements	Cost Estimate	State's Share	Town of Taylor's Share	Proof
1) Traffic signal elements Percentage	\$ 130,481 100.00%	\$ 86,988 66.67%	\$ 43,493 33.33%	\$ 130,481
2) Two street lights, work to be done by APS Percentage	\$ 4,000 100.00%	\$ 2,667 66.67%	\$ 1,333 33.33%	\$ 4,000
3) R&R ADA Ramps Percentage	\$ 3,845 100.00%	\$ - 0.00%	\$ 3,845 100.00%	\$ 3,845
4) Credit for Town of Taylor's prior work Percentage	\$ - 100.00%	\$ 3,332 100.00%	\$ (3,332) 0.00%	\$ -
TOTAL	\$ 138,326	\$ 92,986	\$ 45,340	\$ 138,326

Town of Taylor

RESOLUTION NO. 2003-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TAYLOR, ARIZONA, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND TOWN OF TAYLOR REGARDING THE SIGNALIZATION OF THE INTERSECTION OF SR77 AND PAPERMILL ROAD

WHEREAS, the Taylor Town Council has committed to the improvement of the intersection of SR 77 and Papermill Road with a new traffic signal and street lights; and,

WHEREAS, The State has prepared an intergovernmental agreement for purpose of construction and maintenance of the improvements; and,

WHEREAS, both the State and the Town have statutory authority to enter into intergovernmental agreements for public purpose.

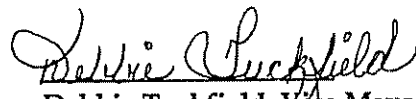
NOW THEREFORE, BE IT RESOLVED BY THE Town Council of the Town of Taylor, Arizona, as follows:

SECTION 1: The Town Council of the Town of Taylor hereby authorizes the Town Manager and Town Clerk to execute the intergovernmental agreement between the Town and State for regarding the improvements to the intersection of SR77 and Papermill Road

SECTION 2: This resolution will be effective on this date of passage.

PASSED AND ADOPTED this 25th day of June 2003

APPROVED


Debbie Tuckfield, Vice Mayor

APPROVED AS TO FORM

Terris Porter, Town Attorney

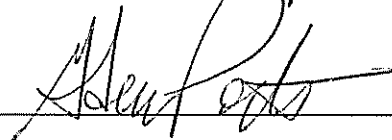
ATTESTED:


Kelly Jones, Town Clerk

TOWN OF TAYLOR ATTORNEY APPROVAL

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION and the TOWN OF TAYLOR, and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 9th day of July 2003



Town Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE 602.542.8855

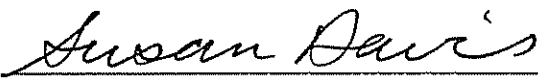
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR03-0406TRN (JPA 03-008), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED July 23, 2003

TERRY GODDARD
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ss

att.